



**STATE OF UTAH CONTRACT**

1. CONTRACTING PARTIES: This contract is between the following Agency of the State of Utah:

Dept. of Transportation	810	Proc./Region Two	referred to as STATE and the following:
Agency Name	Agency Code	Division	
CONTRACTOR	Interstate Barricade		LEGAL STATUS OF CONTRACTOR
	Name		<input type="checkbox"/> Sole Proprietor
	858 North McCormick Way		<input type="checkbox"/> Non-Profit Corporation
	Address		<input checked="" type="checkbox"/> For-Profit Corporation
Layton	UT	84041	<input type="checkbox"/> Partnership
City	State	Zip Code	<input type="checkbox"/> Government Agency
Gary Cheever	(801)	546-0220	
Contact Person		Phone Number	
870575017	18456D		
Federal ID#	Vendor Number	Commodity Code(s)	
		63066000000	

2. CONTRACT TYPE AND PURPOSE:

This is a requirements contract to provide the State with removal and painting of traffic lines and messages.

3. PROCUREMENT: This contract is entered into as a result of the Procurement process on bid PM5064-1, Requisition # 810 56000000122, FY 2005.
4. CONTRACT PERIOD: Effective date 20 - April - 2005, Termination date 19 - April - 2006, unless terminated early or extended in accordance with the terms of this contract. Renewal Options (if any) 3 (1) year.
5. CONTRACT COSTS: This is a requirements contract. See Attachment C for pricing.
6. ATTACHMENT A: Division of Purchasing's Standard Terms and Conditions.  
ATTACHMENT B: Scope of Work.  
ATTACHMENT C: Itemized Price List.  
ATTACHMENT D: Special Terms and Conditions.  
Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.
7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:  
A. All other governmental laws, regulations or actions applicable to the goods and/or services authorized by this Contract.  
B. Utah State Procurement Code, Procurement Rules and Contractor's responses to Bid # PM5064 dated 20-April-2005.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

**CONTRACTOR**  
SEE ATTACHED

Contractor's Signature  
PHILLIP M. HARDISON

Contractor's Name  
PRESIDENT

Title

STATE OF UTAH

David K. Miles, Operations Engineer

RECEIVED AND  
PROCESSED BY  
DIVISION OF FINANCE

Director, Division of Finance

MAY 25 2005

MAY 25 2005

Debra boulton	(801) 965-4070	(801) 965-4073	dboulton@utah.gov
Agency Contact Person	Phone Number	Fax Number	Email Address

ENT'D JUN 07 2005

JUN 03 2005

## MAIL TO:

## Invitation to Bid

Solicitation Number: PM5064-1

STATE OF UTAH  
DIVISION OF PURCHASING  
3150 STATE OFFICE BUILDING, CAPITOL HILL  
P.O. BOX 141061  
SALT LAKE CITY, UTAH 84114-1061  
TELEPHONE (801) 538-3026  
<http://www.purchasing.state.ut.us>



Due Date: 04/20/05 at 2:00 PM

Date Sent: April 6, 2005

## Agency Contract

Goods and services to be purchased: "IN LIEU OF PREVIOUS BID" PROVIDE THE STATE WITH PAINTING OF TRAFFIC LINES AND MESSAGES - REGION II ONLY

## Must Complete

Company Name <b>Interstate Barricades</b>		Federal Tax Identification Number <b>87-0575017</b>	
Ordering Address <b>858 North McCormick Way</b>	City <b>Layton</b>	State <b>UT</b>	Zip Code <b>84041</b>
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person <b>Gary Cheever</b>		
Telephone Number (include area code) <b>(801) 546-0220</b>	Fax Number (include area code) <b>(801) 546-0233</b>		
Company's Internet Web Address <b>www.interstatebarricades.com</b>	Email Address <b>intbar@msn.com</b>		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered) <b>per contract</b>	Days Required for Delivery After Receipt of Order (see attached for any required minimums) <b>per contract</b>		
<p>The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, Terms and Conditions, and specifications. <u>Please review all documents carefully before completing.</u></p> <p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes <u>X</u> No _____. If no, enter where produced, etc. _____</p>			
Offeror's Authorized Representative's Signature 		Date <b>20 Apr 2005</b>	
Type or Print Name <b>Phillip M. Hardison</b>		Position or Title <b>President</b>	

## ATTACHMENT A: STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.
7. **INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release the State OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42 USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the same persons or by persons holding the same position as persons who signed the original agreement on behalf of the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.
14. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
15. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract.

unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

16. **PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, and may be available for distribution. and Contractor gives the State express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
17. **DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.
18. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.
19. **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. All payments to the Contractor will be remitted by mail unless paid by the State of Utah's Purchasing Card.
20. **PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
21. **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.
22. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract:  
1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future solicitations.
23. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.
24. **PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63-56-73, Utah Code Annotated, 1953, as amended).
25. **CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. State Standard Terms and Conditions; 2. State Special Terms and Conditions; 3. Contractor Terms and Conditions.

(Revision date: Nov 21, 2003)

**SECTION 02764P  
PAVEMENT MARKING**

**PART 1            GENERAL**

**1.1            SECTION INCLUDES**

- A.     Furnish and install waterborne acrylic pavement marking paint.
- B.     Furnish and install pavement messages
- C.     Apply to asphaltic or concrete pavement as edge lines, centerlines, broken lines, guidelines, symbols and other related markings.
- D.     Remove pavement markings.

**1.2            RELATED SECTIONS**

- A..    Section 01554: Traffic Control
- B.    Section 02765P: Pavement Marking Paint
- C.    Section 02766P: Glass Spherical Beads for Waterborne Paint

**1.3            REFERENCES**

- A.    ASTM D 476: Standard Classification for Dry Pigmentary Titanium Dioxide Products
- B.    ASTM D 522: Standard Test Methods for Mandrel Bend Test of Attached Organic Coatings.
- C.    ASTM D 562: Standard Test Method for Consistency of Paints Measuring Krebs Unit (KU) Viscosity Using a Stormer-Type Viscometer.
- D.    ASTM D 711: Standard Test Method for No-Pick-Up Time of Traffic Paint
- E.    ASTM D 968: Standard Test Methods for Abrasion Resistance of Organic Coatings by Falling Abrasive.
- F.    ASTM D 969: Standard Test Method for Laboratory Determination of Degree of Bleeding of Traffic Paint
- G.    ASTM D 1729: Standard Practice for Visual Appraisal of Colors and Color Differences of Diffusely-Illuminated Opaque Materials

- H. ASTM D 1475: Standard Test Method for Density of Liquid Coatings, Inks, and Related Products.
- I. ASTM D 2369: Standard Test Method for Volatile Content of Coatings
- J. ASTM D 2371: Standard Test Method for Pigment Content of Solvent-Reducible Paints
- K. ASTM D 2805: Standard Test Method for Hiding Power of Paints by Reflectometry
- L. ASTM E 1347: Standard Test Method for Color and Color-Difference Measurement by Tristimulus (Filter) Colorimetry
- M. Federal Supply Standards

#### **1.4 ACCEPTANCE**

- A. Department:
  - 1. May randomly sample pavement marking paint and messages.
  - 2. Verifies bead adhesion and dimensional compliance. Verifies compliant bead and paint application daily during production.
  - 3. Verifies quantities measuring both paint and bead tanks prior to and after applications. Measures installed tape and pavement messages.

### **PART 2 PRODUCTS**

#### **2.1 PAVEMENT MARKING MATERIAL**

- A. Waterborne Paint. Meet Section 02865P.
- B. Spherical Glass Beads. Meet Section 02866P.
- C. Federal Standard 595a, color sample 33538

### **PART 3 EXECUTION**

#### **3.1 PREPARATION**

- A. Mobilization:
  - 1. Preparatory work and operations necessary for moving personnel, equipment, supplies and incidentals to the project site before beginning work. No separate payment for mobilization.

- B. Line control
  - 1. Establish control points at 100 ft intervals on tangent and at 50 ft intervals on curves.
  - 2. Maintain the line within 2 inches of the established control points and mark the roadway between control points as needed.
    - a. Remove and replace paint not placed two inches of control points or lines.
- C. Pavement Message Control
  - 1. Establish location for messages
  - 2. Finished message is centered in lane and is less than six inches from longitudinal location

### **3.2 SPECIFIC WORK REQUIREMENTS**

- A. Submit striping and marking plan quarterly that contains
  - 1. Work area identified by route, milepost and road segment.
  - 2. Proposed striping or marking materials.
- B. Submit "Traffic Control Plan" for approval prior to beginning work. Traffic control plan complies with Manual on Uniform Traffic Control Devices (MUTCD) and UDOT Standard Specifications for Road Bridge Construction 2004 Edition.
- C. Furnish, place, maintain and remove all traffic control signs and devices. Payment is included in unit bid price for removal of pavement markings, messages and highway traffic striping
- D. Do not work in the direction of rush hour traffic during peak commute times. Region Traffic Engineer determines restricted hours on an individual basis. Work at night as directed by the Region Traffic Engineer.
- E. Remove pavement markings at the same time new markings are applied.
- F. Contractor receives 24-hour notice prior to specific work location and time.

### **3.3 APPLICATION**

- A. Acrylic waterborne pavement marking paint: Apply at the following rates
  - 1. Four-inch solid line: from 190 to 240 ft/gal.
  - 2. Four-inch broken line: from 920 to 960 ft/gal.
  - 3. Eight-inch solid line: from 95 to 120 ft/gal.
- B. Replace pavement markings that are less than 20 wet mils thick.
- C. Remove pavement markings placed in excess of 25 wet mils thick.

- D. Painted messages and symbols one gallon per 80 square feet.
- E. Glass spherical beads: apply a minimum of 8 lbs/gal of paint, the full length and width of line and pavement markings.
- F. Conduct surface preparations in accordance with manufacturer's recommendations.
- G. Begin striping operations no later than 72 hours after receiving written order.
- H. Apply acrylic waterborne paint when pavement and air temperature is 50 degrees F. and rising.
- I. Comply with Traffic Control Drawing TC Series standard drawings

### **3.4 CONTRACTOR QUALITY CONTROL**

- A. Report paint and bead tank volumes prior to and after applications.
- B. Repaint any line or symbol failing to meet bead adherence and dimensional requirements.
- C. Repaint any line or symbol not complying with minimum application rates for paint or beads.
- D. Provide certified lab reports for materials used in the work prior to placing the products on the roadway.

### **3.5 REMOVE PAVEMENT MARKINGS**

- A. Removal methods:
  - 1. Grinding.
  - 2. High pressure water spray.
  - 3. Sand blasting.
  - 4. Soda blasting.
- B. Use equipment specifically designed for pavement marking material removal.
- C. Sweep and dispose of removed materials left on roadway surface

### **3.6 PREPARATION**

- A. Conduct surface preparations in accordance with manufacturer's recommendations.

### **3.7 INSTALLATION**

- A. Install pavement markings and messages per ST Series standard drawings.



## **END OF SECTION**

Imported Region FY2004 Pavement Marking Installation specification – June 23, 2004

Extensively modified text to reflect maintenance painting operations, quality assurance, and time requirements – June 23, 2004

Deleted Section Paint Specification – June 23, 2004

Added Section 2.3 Other UDOT-Accepted Systems – June 23, 2004

# ATTACHMENT C PRICE LIST

Item Number	Item Description	Units	Quantity	Unit Price
1	Traffic Striping Paint - Black	Gal	5,000	11.60
2	Traffic Striping Paint - White	Gal	15,000	16.80
3	Traffic Striping Paint - Yellow	Gal	15,000	16.80
4	Pavement Message Paint	Each	1,500	8.99
5	Removal of Pavement Marking Highway Traffic Paint	Lineal feet	32,000	.32
6	Removal of Pavement Marking Tape	Lineal feet	16,500	.32
7	Removal of Pavement Marking Epoxy Paint	Lineal feet	16,500	.32
8	Removal of Pavement Message Highway Traffic Paint	Each	100	25.00
9	Removal of Pavement Message Tape	Each	200	35.00

State will measure and pay for each item as detailed in this section. Payment is contingent upon acceptance by the State.

State will not pay for removal of unauthorized, smeared or damaged markings.

Painted pavement messages:

Letter = one message

Arrow = one message

Multi-headed arrow = one message per arrow

School crossbars = one message per 18 inch x 12 ft bar

Crosswalk = two messages per lane and one message per shoulder

Stop bar = one message per lane and one message per shoulder

Railroad crossings markings = seven messages per lane

'R' = one message each (two required)

'X' = two messages

Transverse bar = one message each (two required)

Stop bar = one message

## **ATTACHMENT D: SPECIAL TERMS AND CONDITIONS**

1. **CONTRACT ACCEPTANCE:** At the time the bid is signed by the Offeror, the signature of that Offeror will be used as a legally binding signature if awarded this contract. When signed by the Division of Purchasing and a Utah Department of Transportation representative and assigned a contract number, this document will become a legally binding contract with the Offeror for the contract period specified.
2. **CONTRACT INCLUSION:** The bid document, its terms and conditions as well as any counter offers which are accepted/acceptable to the State, shall be incorporated into and by reference become a part of this contract as though set forth in full herein.
3. **QUANTITY OR AMOUNT ESTIMATES:** The State does not guarantee to purchase any amount under this contract. Estimated amounts are for bidding purposes only and are not to be construed as a guarantee to purchase any amount.
4. **PRICING:** The Contractor agrees that the prices bid on materials/services in this contract shall be guaranteed for one year.

**ANY CHANGE REQUEST ON PRICES MUST GUARANTEE THE PRICE FOR THE SAME LENGTH OF TIME AS INDICATED ABOVE AND MUST BE MADE AT LEAST THIRTY (30) DAYS PRIOR TO THE REQUESTED EFFECTIVE DATE. ANY SUCH REQUEST MUST INCLUDE SUFFICIENT DOCUMENTATION SUPPORTING THE REQUEST. REQUESTS FOR CHANGE ON ANY PRICING IN THIS CONTRACT SHALL NOT BE EFFECTIVE UNTIL IT IS APPROVED BY THE PROCUREMENT SUPERVISOR OR THE PROCUREMENT MANAGER OF THE UTAH DEPARTMENT OF TRANSPORTATION.**

5. **WAGES:** The Contractor shall be responsible for all applicable company wages in accordance with the federal, state, and local laws and ordinances.
6. **INVOICING: THE CONTRACT NUMBER AND ORDER NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, PACKAGES AND ALL CORRESPONDENCE RELATING TO EACH ORDER AND DELIVERY.**

The State reserves the right to adjust incorrect invoices. The Contractor shall submit invoices to the Utah Department of Transportation, Region Two, 2010 South 2760 West, Salt Lake City, Utah 84104. The State bill remit payment by mail.

**ATTACHMENT D: SPECIAL TERMS AND CONDITIONS**

7. **NON-COMPETE CLAUSE:** The Contractor represents its officers and employees are free to contract with the State and are not subject to restrictions by the terms of their present employment including, but not limited to an agreement not to compete for a period of time unless disclosure has been made. A Contractor must disclose to the State any possible conflict, in writing, before the contract is signed and the State will evaluate whether to continue with contract execution. The State may elect to terminate a contract immediately with a Contractor who is subsequently determined to be subject to such restrictions without liability to the State. If the State elects to terminate a contract for this reason, the State will supersede paragraph #12 in Attachment A - Standard Terms and Conditions and will not provide 30 day prior notice to the Contractor.